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October 19, 1999

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

William Kehoe
Julie Patterson
Federal Communications Commission
445 12th Street, S.W., Room 5-C312
Washington, D.C. 20554

Re: *Deployment of Wireline Services Offering Advanced
Telecommunications Services, Petition for Partial Reconsideration
and/or Clarification, CC Docket 98-147*

Dear Staff:

Rhythms NetConnections Inc. ("Rhythms"), by its attorneys, submits this ex parte communication in the above-captioned docket in support of Sprint Corporation's ("Sprint's") June 1, 1999 Petition for Partial Reconsideration and/or Clarification ("Petition").

Rhythms supports Sprint's request that the Commission clarify its collocation rules in the *Advanced Services Order*¹ in several key respects. Specifically, the Commission should set more precise national standards to govern the timing and operational parameters of collocation provisioning. As we demonstrate below, the lack of state standards for these crucial issues warrants further Commission action to implement its existing rules requiring timely and efficient provisioning of collocation.

The Telecommunications Act of 1996 ("1996 Act")² provides a broad-reaching obligation upon incumbent local exchange carriers ("ILECs") to permit competitive carriers ("CLECs") to collocate telecommunications equipment:

¹ *Deployment of Wireline Services Offering Advanced Telecommunications Services*, CC Docket 98-147, First Report and Order, FCC 99-48 (rel. Mar. 31, 1999) ("*Advanced Services Order*").

² 47 U.S.C. §§ 151 *et seq.* (1996).

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Additional obligations of incumbent local exchange carriers.—In addition to the duties contained in subsection (b), each incumbent local exchange carrier has the following duties:

... (6) Collocation.—The duty to provide on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that the carrier may provide for virtual collocation *if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.* 47 U.S.C. § 251(c) (emphasis added).

Section 251 makes clear that the ILEC collocation obligation is expansive and nearly absolute. The Commission's *Advanced Services Order* interpreting this obligation have appropriately implemented requirements that further the goals of Section 251, prescribing a wide range of collocation arrangements as well as reasonable restrictions on ILEC security and equipment requirements. These rules have provided a valuable framework for ensuring the flexible and efficient provisioning of collocation.

Unfortunately, many of the Commission's directives have not been enforced at the state level and the ILECs continue to provision collocation in a manner that impedes CLEC entry into the local telecommunications market. In addition, state commissions have been unable in large part to promulgate more specific local rules to govern particular areas of collocation, intervals being the most notable example. Thus, at this time, many of the benefits of the Commission's *Advanced Services Order* have yet to be realized by CLECs. Rhythms, along with AT&T and Network Access Solutions, strongly supports Sprint's request for clarification of certain key areas of the *Advanced Services Order* in order to solidify the ILECs' obligation to provide collocation in a timely, efficient and cost-effective manner.³

The 1996 Act and Commission Precedent Require ILECs to Permit Adjacent Collocation On or Near Their Premises

Sprint requests that the Commission rule affirmatively that ILECs must provide adjacent collocation in areas both on or near ILEC premises.⁴ Not only is this conclusion mandated by Section 251 and historical Commission precedent, but it will facilitate CLEC entry by expanding the types and locations at which interconnection with ILECs is possible.

The Commission held in the *Advanced Services Order* that "ILECs, when space is legitimately exhausted in a particular LEC premises, [must] permit collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible."⁵ The

³ Comments of AT&T Corp. in Support of Petition for Partial Clarification and/or Reconsideration (July 12, 1999); Reply of Network Access Solutions Corp. (July 22, 1999).

⁴ Sprint Petition at 1-4.

⁵ *Advanced Services Order* ¶ 44; 47 CF.R. § 51.323(k)(3).

Order further provided that ILECs cannot prohibit adjacent collocation absent a legitimate zoning or municipal regulation to preclude such arrangements. Nothing in the Order limited adjacent collocation to space on ILEC grounds only. In fact, Commission precedent as codified in the 1996 Act supports Sprint's conclusion that adjacent collocation encompasses the land and building on or near ILEC grounds.

Section 251 of the Act describes collocation as the placement "of equipment necessary for interconnection or access to unbundled network elements at the *premises* of the local exchange carrier[.]" 47 U.S.C. § 251(c)(6)(emphasis added). The term "premises" is not, and cannot reasonably be, limited to an ILEC's central office. The Commission has adopted an expansive interpretation of "premises" which includes all structures at which LEC facilities are housed and any location at which interconnection is technically feasible,⁶ concluding that in "light of the 1996 Act's procompetitive purposes . . . a broad definition of the term 'premises' is appropriate in order to permit new entrants to collocation at a broad range of points under the incumbents LEC's control. A broad definition will allow collocation at points *other than those specified* for collocation under the existing *Expanded Interconnection* requirements."⁷

Thus, in defining the term "premises," the FCC *expanded* the points of collocation beyond those specified in its prior *Expanded Interconnection Order*, which required LECs to provide competitors with interconnection at "[a] point or points as close as reasonably possible to the central office."⁸ The Commission therefore interprets

the term "premises" broadly to include LEC central offices, serving wire centers and tandem offices, as well as all buildings or similar structures owned or leased by the incumbent LEC that house LEC network facilities. We also treat as incumbent LEC premises any structures that house LEC network facilities on public rights-of-way, such as vaults containing loop concentrators or similar structures. *First Report and Order*, 11 FCC Rcd. at 15,791.

Under this analysis, the Commission's decision to require ILECs to provide adjacent collocation was legally sound, as it was based on a prior interpretation of the 1996 Act that has never been challenged on appeal. In keeping with this decision, the Commission should rely on its historical understanding of collocation to hold that the obligation to provide adjacent facilities encompasses both ILEC premises as well as the surrounding lands.

As a matter of architecture, collocation at points near ILEC land and buildings imposes very little burden on ILECs. The collocating CLEC bears the burden of leasing the space, constructing a structure if needed, and providing security and environmental control for its

⁶ *First Report and Order*, 11 FCC Rcd. at 15,791.

⁷ *Id.* (emphasis added).

⁸ *Expanded Interconnection with Local Telephone Company Facilities*, Report and Order and Notice of Proposed Rulemaking, 7 FCC Rcd. 7369, 7410 (1993) ("*Expanded Interconnection Order*").

equipment. The interconnecting ILEC need only provide facilities, for which CLECs pay recurring and nonrecurring charges, to the CLEC. It is thus difficult to understand the ILECs' vehement opposition to such arrangements.⁹

For this reason, the Commission should dismiss SBC's opposition to Commission affirmation of the scope of adjacent collocation.¹⁰ By definition, if adjacent collocation occurs just off from SBC premises, the land occupied by the collocating CLEC is not SBC's land. SBC's opposition argues, however, that these collocation arrangements "would result in takings of ILEC property beyond what Congress authorized[.]"¹¹ This argument is misplaced; no ILEC property is occupied under this type of adjacent collocation.

Finally, "off-site" adjacent collocation can also be described, perhaps more accurately, as a form of interconnection under Section 251(c)(2). Because off-site adjacent collocation by definition does not occur on ILEC premises, it is less a form of collocation than a means of "interconnection with the local exchange carrier's network . . . at any technically feasible point."¹² A rule requiring off-site adjacent collocation is thus soundly based in the 1996 Act. Moreover, understand as a form of interconnection, this type of facility cannot be deemed a regulatory "taking" by definition.

The Commission Should Affirmatively Hold That Collocation Under Section 251 of the 1996 Act Does Not Constitute an Unlawful Taking

GTE's appeal of the *Advanced Services Order*¹³ rests largely on the myopic argument that the Commission's collocation rules effect a *per se* taking in violation of the Fifth Amendment.¹⁴ Though this argument is meritless, the Commission should address the takings issue explicitly to avoid future confusion and multiple appellate reviews of its collocation decisions.

The *Advanced Services Order* does not constitute a taking. Section 251(c)(6) of the 1996 Act grants the Commission broad rulemaking authority for collocation – far broader than did Section 201(a). GTE's reliance on *Bell Atlantic v. FCC*, 24 F.3d 1441 (D.C. Cir. 1994) is therefore misplaced: that decision, in which the court construed the 1934 Act narrowly to avoid a potential constitutional issue, rested solely on the court's finding that "the [1934] Act does not expressly authorize an order of physical co-location [*sic*], and thus the Commission may not impose it."¹⁵ This holding has no bearing on Section 251, enacted two years later, which of course expressly authorizes physical collocation.

⁹ Opposition of SBC at 12-13; Opposition of US West at 3-4.

¹⁰ Opposition of SBC at 12-13.

¹¹ Opposition of SBC at 13 (internal citation omitted).

¹² 47 U.S.C. § 251(c)(2).

¹³ *GTE Svc. Corp. et al. v. FCC et al.*, Cases 99-1176 *et al.* (D.C. Cir. May 10, 1999).

¹⁴ Brief for Petitioners at 19-24.

¹⁵ 24 F.3d at 1447.

Not only does the broad-reaching plain language of Section 251 refute GTE's takings argument, but the legislative history of the 1996 Act demonstrates Congress's intent to grant the FCC broad collocation authority in light of the *Bell Atlantic* case. The legislative history to Section 251 states that "the legislation mandates actual, or physical, collocation with the exception [of space constraints] as noted above. . . Finally, this provision is necessary to promote local competition because a recent court decision indicates that the Commission lacks the authority under the Communications Act to order physical collocation."¹⁶

The Commission should address this takings analysis in its forthcoming Order to demonstrate that its authority to issue collocation rules is plenary and that no further constitutional arguments can properly be raised by the ILECs.

The Commission Should Promulgate Maximum Collocation Delivery Intervals in Order to Promote Uniform, Efficient Provisioning Processes

Sprint's petition appropriately requests that the FCC establish collocation intervals on a federal basis.¹⁷ Although the states are trying valiantly to conduct collocation proceedings to address this issue, it is unlikely that permanent maximum collocation intervals will be approved before next year. In addition, the Commission's expressed goal of creating nationally uniform collocation provisioning rules supports the determination of a federal collocation interval.¹⁸

Rhythms takes strong exception to GTE's unsubstantiated charge that Sprint "is trying to fix a problem that does not exist."¹⁹ Procuring collocation space remains the largest inhibitor to Rhythms' ability to provide competitive services. ILECs presently require intervals of 120- to 180-business days – or five to eight months – for provisioning collocation space. More importantly, the obtaining of collocation space is but one step in the process to providing service. Under existing ILEC practices, CLECs cannot order transport and loop facilities until their collocation facility is complete and all facility termination numbers (called "CFA/ACTL" numbers)²⁰ are entered into the ILECs provisioning systems. Thus, short collocation intervals are of absolute necessity in the nascent competitive telecommunications market.

Given continued ILEC intransigence on provisioning collocation in a timely manner, it is imperative that the Commission now provide binding intervals. Unfortunately, few states have set collocation intervals pursuant to the Commission's call for state commission action in the

¹⁶ H.R. Rep. 104-204, 104th Cong, 2d Sess. at 73 (1996).

¹⁷ Sprint Petition at 9-10. Rhythms proposes, however, considerably shorter intervals than Sprint suggests.

¹⁸ "The record is replete, however, with evidence documenting the expense and provisioning delays inherent in the caged collocation process. National rules governing specific collocation arrangements will help solve those problems." *Advanced Services Order* ¶ 40. See also *id.* ¶ 45.

¹⁹ Opposition of GTE at 5.

²⁰ "Carrier Facility Assignment/Access Customer Terminal Location" information identifies the location to which transport and loops will be provisioned. CLECs cannot submit an order for these facilities without these number; only the ILEC can supply this information.

Advanced Services Order.²¹ For example, the Maryland, Massachusetts and Washington Commissions have conducted large-scale proceedings to investigate myriad collocation issues but have declined to set intervals.²² Several other states, including Virginia²³ and Florida,²⁴ are conducting collocation proceedings that have been postponed or delayed and are unlikely to produce affirmative rules before Spring 2000. Even the notable recent decision by the Pennsylvania Commission, released September 30, issued only an interim collocation interval of 120 calendar days – adopting Bell Atlantic’s offered interval – but will conduct a further proceeding to set permanent rates for which the presiding ALJs have already requested an extension.²⁵

The few states that have acted demonstrate that collocation intervals should, and easily can, be far shorter than present ILEC performance. The New York Commission has set permanent collocation rates, largely due to the fact that Bell Atlantic-New York’s Application for 271 Relief was then pending at the commission. New York set intervals at 76 business days from date of application for cageless and traditional physical collocation, and 105 business days for completion of virtual collocation facilities.²⁶ In addition, the Utah Commission has set an aggressive collocation interval of 45 calendar days, marked from date of deposit.²⁷ Finally, the Texas Public Utility Commission has ordered SBC, in the context of an arbitration, to provide Rhythms and Covad cageless collocation within 60 calendar days from data of application.²⁸ These decisions demonstrate that efficient collocation intervals are both competitively necessary and technically feasible.

Sprint’s petition proposes a 90-calendar day interval for physical collocation where “conditioned” space is available at the time of CLEC application.²⁹ Rhythms suggests that this interval can easily be reduced by one half, given common practice among competitive

²¹ *Advanced Services Order* ¶ 54.

²² *In the Matter of the Collocation Tariff Filed Under Transmittal No. 1003 by Bell Atlantic-Maryland, Inc.*, Case No. 8766, Proposed Order of Hearing Examiner (Maryland Pub. Svc. Comm’n Sept. 1, 1999) (reserving the issue of intervals to a later Phase II); *Petition of Teleport Communications Group Inc.*, Pursuant to 220 C.M.R. § 1.04, Case D.T.E. 98-58, Order (Mass. Dept. of Transp. and Energy Aug. 2, 1999); *MFS Communications Company, Inc. Petition for Arbitration Pursuant to 47 U.S.C. § 252(b) of the Interconnection Rates, Terms and Conditions with US West Communications, et al.*, Docket Nos. UT-960323 *et al.*, (Wash. Utils. and Transp. Comm’n Sept. 11, 1998).

²³ The Virginia State Corporation Commission has established Case No. PUC990101 to investigate Bell Atlantic’s state collocation tariff. This case has been delayed to the extension of the comment period at the request of Staff. Order Granting Motion for Extension of Procedural Schedule, Case No. PUC 990101 (Sept. 22, 1999).

²⁴ Docket No. 981834-TP, Notice of Proposed Agency Action, Order on Request for Generic Collocation Proceeding, Establishing Procedures (Fla. Pub. Svc. Comm’n Sept. 7, 1999).

²⁵ *Joint Petition of NextLink Pennsylvania, Inc., et al.*, Docket No. P-00991648, Opinion and Order at 100-101 (Penn. Pub. Util. Comm’n Sept. 30, 1999).

²⁶ Case 99-C-0715, Order Directing Tariff Revisions at 10 (N.Y.P.S.C. Aug. 31, 1999).

²⁷ Utah Admin. R. § R746-365-4(c) (1996).

²⁸ *Petition of Accelerated Connections Inc. d/b/a/ ACI Corp. for Arbitration to Establish an Interconnection Agreement with Southwestern Bell Telephone Company*, Docket Nos. 20226 and 20272, Order (Tex. P.U.C Apr. 26, 1999).

²⁹ Sprint Petition at 10.

collocation providers that turns over space to a CLEC within 14 days of application.³⁰ Further, protracted intervals of the kind presently faced by CLECs should be unnecessary, because ILECs have known since enactment of the 1996 Act that CLECs would be requesting space on their premises.³¹ Thus, Rhythms suggests that the Commission follow the Utah PSC's lead and adopt a 45- to 60-calendar day interval for all type of physical collocation, marked from the date of CLEC application. Specifically, Rhythms proposes that ILECs be required to provide physical collocation in no more than 60 calendar days from date of application and no more than 45 days from date of deposit. Moreover, the FCC should make clear, as it did in the *Advanced Services Order*, that state can set more aggressive schedules that reflect the more reasonable intervals offered by CLECs. Finally, Rhythms proposes a 30-calendar day provisioning interval for virtual collocation.

The Commission is well within its jurisdiction to set specific intervals now that it has a more complete record before it. Collocation is a crucial component of enabling local telecommunications to develop and, in turn, collocation intervals are one of the most important aspect of market entry for CLECs seeking quick and efficient local entry. The Supreme Court has explicitly recognized the Commission's plenary authority to implement rules that will facilitate this goal under the local competition provisions of the 1996 Act.³² Most important to such rules is the fact that, as the Commission recognizes, they are uniform among all states and ILECs in order that CLECs may better plan their rollout of services across the country. Therefore, Rhythms urges the Commission to adopt its suggested maximum collocation delivery intervals on a federal basis to ensure not only timely provision of collocation, but a nationally uniform and predictable interval that will provide certainty to CLEC business planning.

The Commission Should Reiterate its Conclusion in the *Advanced Services Order* That ILECs May Not Segregate Collocated CLEC Equipment

Rhythms also supports Sprint's request for Commission clarification that ILECs may not "require the construction of a wall or similar structure to separate ILEC equipment from CLEC equipment under cageless collocation arrangements."³³ Contrary to the suggestions of the ILECs opposing this request, such extraordinary measures are not required to ensure network security or the proper functioning of ILEC equipment.³⁴ Rather, these measures will only decrease the amount of available space and increase the costs of collocation, as the Commission correctly recognized in the *Advanced Services Order*.³⁵

³⁰ Focal Communications routinely provides collocation space to CLECs within this timeframe.

³¹ 47 U.S.C. § 251(c)(6).

³² *AT&T Corp. v. Iowa Utils. Bd.*, 119 S. Ct. 721, 729 (1999).

³³ Sprint Petition at 4.

³⁴ Opposition of Bell Atlantic at 2-6; Opposition of BellSouth at 8-10; Opposition of SBC at 2-3; Opposition of US West at 4-6.

³⁵ *Advanced Services Order* ¶ 42.

The *Advanced Services Order* prohibits ILECs from constructing barriers or otherwise segregating CLEC collocated equipment from ILEC equipment. Paragraph 42 of the Order flatly states that

Incumbent LECs may require competitors to use a central entrance to the incumbent's building, but may not require construction of a new entrance for competitors' use, and once inside the building, incumbent LECs must permit competitors to have direct access to their equipment. . . . In addition, an incumbent LEC must give competitors the option of collocating equipment in any unused space within the incumbent's premises, to the extent technically feasible, and may not require competitors to collocate in a room or isolated space separate from the incumbent's own equipment. *Advanced Services Order* ¶ 42.

The plain language of this section could be no clearer in its prohibition of ILEC segregation of CLEC equipment. Unfortunately, as the ILEC participants in this proceeding demonstrate,³⁶ CLECs will continue to face ILEC segregation practices for collocation of their equipment. For example, Bell Atlantic boldly asserts that "[a] cage or other barrier around the incumbent's equipment, unless breached, ensures that no collocater is able to access the local exchange carrier's equipment[.]"³⁷ Bell Atlantic's statement reveals that ILECs have little intention of adhering to the clear orders of the Commission and will instead follow their own business plans and procedures for provisioning collocation. It is as if the *Advanced Services Order* were never released.

It is axiomatic that segregating or enclosing CLEC equipment uses more space and is more expensive than collocation without such measures. Cages and walls occupy space that otherwise would house telecommunications equipment. The construction of cages and walls is not free, as any ILEC collocation tariff amply demonstrates. On this basis, the Commission correctly reasoned that ILECs must not impose any such requirements because they "impose unnecessary additional costs on competitors" and "decrease the amount of available collocation space."³⁸

Finally, the ILECs' bald assertions that the construction of walls and enclosures is necessary to protect network equipment are unpersuasive.³⁹ The ILECs do not provide credible evidence that network safety has been compromised as a result of cageless, unsegregated collocation. For example, Bell Atlantic provides anecdotal evidence of vandalism in its Opposition,⁴⁰ but cites for support to an attached affidavit that in no way attests to the bad acts Bell Atlantic alleges.⁴¹ These generic, hysterical predictions are symptomatic of the ILECs'

³⁶ Opposition of Bell Atlantic at 3-4; Opposition of SBC at 2-3; Opposition of US West at 4-5.

³⁷ Opposition of Bell Atlantic at 4.

³⁸ *Advanced Services Order* ¶ 42.

³⁹ Opposition of Bell Atlantic at 2-6; Opposition of BellSouth at 8-10; Opposition of SBC at 2-3; Opposition of US West at 4-6.

⁴⁰ Opposition of Bell Atlantic at 2-3.

⁴¹ *Compare* Declaration of Donald E. Albert (Sept. 24, 1999).

opposition. These predictions bear no semblance to simple business reality, however, because no CLEC would authorize, instruct or reward deliberate destruction of ILEC equipment because such destruction would negatively impact CLEC service. Moreover, no CLEC would encourage such behavior, as proof of actual vandalism would result in revocation of collocation rights for competitors. The Commission should therefore not grant any credence to ILEC arguments that truly cageless collocation will encourage CLEC vandalism.

Further, it is telling that the ILECs willingly provided collocation to AT&T post divestiture, using only colored floor tape to demarcate their respective equipment, yet foresee apocalyptic disaster as a result of similar collocation arrangements with CLECs. Perhaps the only difference in these situations is that AT&T was not in competition with the ILECs for local service. Whatever the case, the ILECs' historical experience with collocation belies their present claims that walls, cages or other segregating structure are necessary to ensure network safety.

**The Commission Should Prohibit Excessive
Time Periods for ILEC Reservation of Collocation Space**

Rhythms agrees with Sprint that ILEC reservation of space must be limited in its scope and duration.⁴² ILECs routinely reserve space within central offices for three or more years, denying several CLEC collocation applications as a result. Rhythms has already been denied space in a Bell Atlantic office in Virginia, in which the bulk of unused space is held by Bell Atlantic for "future upgrades." This practice is as anticompetitive and as wasteful of space as the ILECs' segregation of CLEC equipment and should be addressed by the Commission.

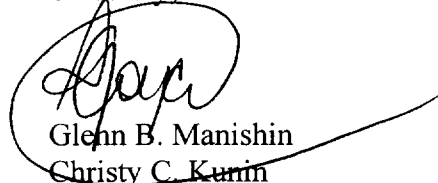
ILEC reservation of space is especially problematic for DSL carriers, such as Rhythms, that are but two years old themselves. In fact, the entire DSL industry has existed less than three years. Thus, a three-year reservation of collocation space represents a significant obstacle to a nascent industry, especially the DSL industry, which depends on the ability to collocation on ILEC premises in order to provide service.

⁴² Sprint Petition at 7-9.

Conclusion

Rhythms strongly supports Sprint's petition and urges the Commission to strengthen the collocation rules articulated in the *Advanced Services Order* with the specific modifications discussed herein.

Sincerely,

A handwritten signature in black ink, appearing to read "G. Manishin", is written over the printed name "Glenn B. Manishin". The signature is stylized and cursive.

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Cc: Magalie R. Salas , Secretary, Federal Communications Commission
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APPLICATION RESPONSE INTERVALS

We view TEN DAYS AS A REASONABLE TIME PERIOD within which to inform a new entrant whether its collocation application is accepted or denied.

Advanced Services Order, ¶ 55.¹

AMERITECH

STATED TERMS: 10 business days (=14 calendar days) for up to 5²
15 business days (=21 calendar days) for up to 10
20 business days (=28 calendar days) for up to 15
20 business days (=28 calendar days) + 5 business days (=7 calendar days)
per each additional 5 applications over 15

BELL ATLANTIC

STATED TERMS: 15 business days (=21 calendar days)³

BELLSOUTH

STATED TERMS: FOR INITIAL NOTICE INDICATING MERELY WHETHER ANY SPACE IS AVAILABLE IN CENTRAL OFFICE⁴
10 business days (=14 calendar days) for notice of space availability

FOR "COMPREHENSIVE REPORT" INDICATING:

1. WHETHER THE AMOUNT OF SPACE REQUESTED IS AVAILABLE; OR
2. IF THE AMOUNT OF SPACE REQUESTED IS NOT AVAILABLE THE AMOUNT OF SPACE THAT IS AVAILABLE;⁵ AND
3. A CONFIGURATION OF THE SPACE

If initial application accepted, interval runs concurrently with notice interval above:⁶

30 business days (=42 calendar days) for up to 5 applications for application response
36 business days (=50 calendar days) for up to 10 applications for application response
42 business days (=59 calendar days) for up to 15 applications for application response
Negotiated intervals for over 15 applications for application response

If initial application needs to be supplemented, interval runs subsequent to notice:⁷

10 business days (=14 calendar days) + 30 business days (=42 calendar days)
for up to 5 applications for application response
10 business days (=14 calendar days) + 36 business days (=50 calendar days)
for up to 10 applications for application response
10 business days (=14 calendar days) + 42 business days (=59 calendar days)
for up to 15 applications for application response
10 business days (=14 calendar days) + Negotiated intervals
for over 15 applications for application response

¹ *In the Matters of Deployment of Wireline Services Offering Advances Telecommunications Capability*, Docket No. 98-147, First Report and Order, FCC No. 99-48 (rel. March 31, 1999) ("Advanced Services Order").

² Ameritech's Proposed Amendment to *Interconnection Agreement between Ameritech Information Industry Services and Accelerated Connections, Inc.*, Illinois Commerce Commission (approved Dec. 16, 1998) at § 12.12.1(b) ("Ameritech's Proposed Collocation Amendment"). Ameritech's Proposed Collocation Amendment is also applicable to *Interconnection Agreement between Ameritech Information Industry Services and Accelerated Connections, Inc.*, Michigan Public Service Commission (approved February 1999).

³ Bell Atlantic's Proposed P.S.C. Md. Tariff No. 218, § 2.B.3.b(1). ("Bell Atlantic's Proposed Collocation Tariff"). Except for some New York specific variations and for rates proposed on a state-by-state basis, each of the Bell Atlantic collocation tariffs is essentially identical. The Maryland tariff was chosen for this analysis for ease of reference as Bell Atlantic filed a completely new collocation tariff in Maryland rather revising an existing tariff.

⁴ BellSouth's Proposed Amendment to *Interconnection Agreement between BellSouth Telecommunications, Inc. and ACI Corp.*, Louisiana Public Service Commission (approved January 1999) at § 2.1 ("BellSouth's Proposed Collocation Amendment"). Identical interconnection agreements between BellSouth and ACI have been approved in Georgia, Kentucky and North Carolina, are pending approval in Alabama, Florida, Louisiana, Mississippi, South Carolina and Tennessee and are subject to the same collocation amendment.

⁵ If BellSouth's response indicates an amount of available space less than that requested or configured differently than requested, competitor must amend and resubmit application to reflect actual available space. *Id.*, § 6.2.

⁶ *Id.*

⁷ *Id.*

PACIFIC BELL

STATED TERMS: 10 calendar days⁸
10 calendar days for up to 10 applications⁹
20 calendar days for up to 20 applications
30 calendar days for up to 30 applications
30 calendar days + 10 calendar days per each additional 10 applications over 30

SNET

STATED TERMS: 10 business days (=14 calendar days)¹⁰

SWBT

STATED TERMS: 10 calendar days¹¹

US WEST

STATED TERMS: 21 business days (=29 calendar days) for Utah, Iowa, Nebraska¹²
15 business days (=21 calendar days) for remaining states¹³

OVERALL¹⁴

ACTUAL EXPERIENCE: Almost every ILEC has failed to fulfill its obligation to provide application responses within 10 days. Though some have designated 10 *business* days as the interval for application responses, this designation ignores the mandate in fact by not providing the application response until 14 days after the competitor submits the application.¹⁵

Several ILECs institute a multi-tiered approach for applying the response intervals based on the number of applications placed. The Advanced Services Order does not differentiate the interval based on the number of orders submitted, therefore neither should the ILECs.

More troubling, however, is other ILECs' insistence on defying the mandate altogether. BellSouth's initial 10 business day response does not indicate whether the application is accepted or denied, much less whether the space specifically requested is available. BellSouth does not inform the competitor until the second report whether the application is accepted as submitted or whether an amended application must be resubmitted delaying the provisioning of collocation at least another six to eight weeks.

⁸ Pacific Bell's Proposed Collocation Amendment to *Interconnection Agreement between Accelerated Connection, Inc. and Pacific Bell*, California Public Utilities Commission (approved September 1997) at § 2.7 ("Pacific Bell's Proposed Collocation Amendment").

⁹ Pacific Bell Advice Letter No. 20412 Schedule Cal.P.U.C. No. 175-T, §16.10.1(C)(3). ("PacBell's Proposed Collocation Tariff").

¹⁰ Southern New England Telephone Company's Proposed Collocation Tariff, Connecticut Access Service Tariff, § 14.6 ("SNET's Proposed Collocation Tariff").

¹¹ *Investigation of Southwestern Bell Telephone Company's entry into the Texas InterLATA Telecommunications Market*, Project No. 16251, Proposed Physical Collocation Tariff, § 5.6.1.3(A) ("SWBT's Proposed Collocation Tariff").

¹² US West Interim Interconnection Agreement effective in Utah, Iowa, and Nebraska, § 7.4.3.1.

¹³ *Interconnection Agreement between US WEST Communications, Inc. and ACI, Corp.*, Colorado Public Utilities Commission (approved January 1999) § 7.4.3.1 ("US West Interconnection Agreement"). Identical interconnection agreements between US West and ACI have been approved in Arizona, Minnesota, Oregon and Washington, are pending approval in Utah, and are subject to the same collocation amendment.

¹⁴ Rhythms records the collocation provisioning interval without specifically identifying this interval for application responses.

¹⁵ The FCC has explicitly determined that a term of days (under 7 days) within a regulation shall be deemed calendar days, unless otherwise specified. 47 C.F.R. § 1.4.

COLLOCATION PROVISIONING INTERVALS

The record in this proceeding reflects the SIGNIFICANT COMPETITIVE HARM SUFFERED BY NEW ENTRANTS WHOSE COLLOCATION SPACE IS NOT READY FOR AS LONG AS SIX TO EIGHT MONTHS after their initial collocation request is submitted to the incumbent LEC.

Advanced Services Order, ¶ 54.

AMERITECH

STATED TERMS: Caged and Cageless - 5.5 months (120 business days)¹⁶
ACTUAL EXPERIENCE: Average of 7 months, but as long as 8.5 months before cage turnover

BELL ATLANTIC

STATED TERMS: Caged - 5.5 months (120 business days)¹⁷
Cageless - 3.5 to 5 months (76 - 105 business days)¹⁸
ACTUAL EXPERIENCE: Average of 6.5 months, but as long as 11.5 months before cage turnover

BELLSOUTH

STATED TERMS: Caged and Cageless - 5.5 to 7.25 months (120 - 160 business days)¹⁹
ACTUAL EXPERIENCE: Average 8 months, but as long as 11 months before delivery of collocation

PACIFIC BELL

STATED TERMS: Caged - 4 to 5.25 months (120 - 160 calendar days)²⁰
Cageless - 4 months (110 calendar days)²¹
Adjacent - Individual Case Basis²²
ACTUAL EXPERIENCE: Average of 7 months, but as long as 11.5 months before delivery of collocation²³

SNET

STATED TERMS: Caged and Cageless - 5.5 to 6.6 months (120 - 140 business days)²⁴
With power install - 9.5 to 10.5 months (210 - 230 business days)
ACTUAL EXPERIENCE: Average of 6 months, but as long as 7.5 months before delivery of collocation

SWBT

STATED TERMS: Caged - 3.5 to 6 months for up to 20 orders²⁵
Cageless - 2.5 to 6 months for up to 20 orders
ACTUAL EXPERIENCE: Average of 4.5 months, but as long as 9 months before cage turnover

US WEST

STATED TERMS: Caged and Cageless - 5 months (146 calendar days)²⁶
ACTUAL EXPERIENCE: Average of 9 months, but as long as 16.5 months before delivery of collocation²⁷

¹⁶ Ameritech's Proposed Collocation Amendment, § 12.12.2(c).

¹⁷ Bell Atlantic's Proposed Collocation Tariff, § 2.B.1.h. Note that intervals apply *only* if Rhythms places no more than 20 orders in a month, 8 orders in a geographical region, or 3 in a single day. *Id.*, § 2.B.2.c.

¹⁸ *Id.*, § 2.F.4.c. Bell Atlantic has not proposed these intervals throughout the region. For instance the Bell Atlantic tariff in Massachusetts does not include cageless intervals.

¹⁹ BellSouth's Proposed Collocation Amendment, §§ 6.2 & 6.4.

²⁰ Pacific Bell's Proposed Collocation Tariff, § 16.10.1(D).

²¹ Pacific Bell's Proposed Collocation Amendment, § 2.7.

²² Pacific Bell's Proposed Collocation Tariff, § 16.10.1(F).

²³ Data does not distinguish the intervals between caged and cageless collocation spaces.

²⁴ SNET's Proposed Collocation Tariff, § 14.11.C.

²⁵ SWBT's Proposed Collocation Tariff, § 5.6.1.3. If competitors submit more than 20 orders, the interval increases an additional 5 business days for every 5 orders.

²⁶ US West Interim Interconnection Agreement, § 7.4.4.1. (Intervals apply to Iowa, Nebraska, and Utah). The remaining states where Rhythms and US West have agreements the interval is a total of 40 business days + 90 calendar days. US West Interconnection Agreement, § 7.4.4.1.

²⁷ Data does not distinguish the intervals between caged and cageless collocation spaces.

ALTERNATIVE COLLOCATION ARRANGEMENTS

We now adopt new rules requiring ILECs to make certain collocation arrangement available to requesting carriers. Advanced Services Order, ¶ 40.

*In addition, if two or more competitive LECs who have interconnection agreements with an ILEC utilize a **SHARED COLLOCATION ARRANGEMENT**, the ILEC must permit each competitor to order UNEs to and provision service from that shared collocation space, regardless of which competitor was the original collocator.*

Advanced Services Order, ¶ 41.

*ILECs must make **CAGELESS COLLOCATION ARRANGEMENTS** available to requesting carriers. ILECs must allow competitors to collocate in any unused space in the ILEC's premises, without requiring the construction of a room, cage, or similar structure, and without requiring the creation of a separate entrance to the competitor's collocation space.*

Advanced Services Order, ¶ 42.

*ILECs required to permit collocation in **ADJACENT CONTROLLED ENVIRONMENTAL VAULTS OR SIMILAR STRUCTURES** to the extent technically feasible. The incumbent LEC must permit the new entrant to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements.*

Advanced Services Order, ¶ 44.

AMERITECH

STATED TERMS: In a shared collocation arrangement, the secondary collocator or sublessee guarantees to Ameritech the full payment of any charges assessed on the shared caged collocation.²⁸ Proposal does not contemplate adjacent, off-site collocation. Adjacent collocation is only available if there is no unused space for both physical and virtual collocation.²⁹

ACTUAL EXPERIENCE: Offering cageless, shared and adjacent only upon contract renegotiations.

BELL ATLANTIC

STATED TERMS: Proposal does not contemplate off-site adjacent collocation. Provides for shared.³⁰ Provides for CCOE as cageless arrangements.³¹

BELLSOUTH

STATED TERMS: BellSouth's proposed language only contemplates the construction of adjacent facilities on BellSouth's premises.³²

ACTUAL EXPERIENCE: Offering cageless, shared and adjacent only upon contract renegotiations.

PACIFIC BELL

STATED TERMS: Reserves the right to assign the location of the designated space for adjacent collocation.³³ Proposal does not contemplate adjacent, off-site collocation. Competitor *must* move inside the central office on the premises once space becomes available, and pay all costs for removal of adjacent structure.³⁴ Proposal does not provide for all of the alternatives offered in the original agreement, specifically common collocation.

²⁸ Ameritech's Proposed Collocation Amendment, § 12.2.3(e).

²⁹ *Id.*, § 12.3.2.

³⁰ Bell Atlantic's Proposed Collocation Tariff, § 2.D.

³¹ *Id.*, § 2.F.

³² BellSouth's Proposed Collocation Amendment, § 3.4.

³³ Pacific Bell's Proposed Collocation Amendment, § 2.1.3.

³⁴ *Id.*

SNET

STATED TERMS:

Reserves the right to assign the location of the designated space for adjacent collocation.³⁵ Proposal does not contemplate adjacent, off-site collocation. Competitor *must* move inside the central office on the premises once space becomes available, and pay all costs for removal of adjacent structure.³⁶

SWBT

STATED TERMS:

Reserves the right to assign the location of the designated space for adjacent collocation.³⁷ The proposed offering does not only provide for off-site adjacent collocation.³⁸

US WEST

STATED TERMS:

Not provided for in original interconnection agreement.

ACTUAL EXPERIENCE:

Offering cageless, shared and adjacent only upon contract renegotiations. US West will offer off-site adjacent collocation, but prices adjacent, on-site and off-site, on an individual case basis. US West refuses to provide the M&Ps defining the process for receiving adjacent, thus requiring competitors to design the adjacent and present a proposal establishing and connecting to central office.

OVERALL

ACTUAL EXPERIENCE:

Allowing ILECs to determine the location of competitors adjacent collocation structures gives ILECs opportunity to discriminate by placing competitors as far away from the central office as possible in order to impose additional costs of extra wiring back to the central office.

³⁵ SNET's Proposed Collocation Tariff, § 14.7.5.

³⁶ *Id.*

³⁷ SWBT's Proposed Collocation Tariff, § 5.6.1.1(D).

³⁸ *Id.*, § 5.2.

SEPARATE AND SEGREGATE COLLOCATION SPACE

The incumbent LEC may not, however, require competitors to use separate rooms or floors, which only serves to increase the cost of collocation and decrease the amount of available collocation space. The incumbent LEC may not utilize unreasonable segregation requirements to impose unnecessary additional costs on competitors.

Advanced Services Order, ¶ 42.

In addition, an ILEC must give competitors the option of collocating equipment in any unused space within the ILEC's premises, to the extent technically feasible, and may not require competitors to collocation in a room or isolated space separate from the ILEC's own equipment.

Advanced Services Order, ¶ 42.

AMERITECH

STATED TERMS: Requires location of physical collocation in segregated areas resulting in long cable lengths and power delays due to installation of power distribution frames. No transition of virtual collocation space to any form of physical collocation.³⁹

BELL ATLANTIC

STATED TERMS: May choose for cageless to require competitor to place equipment ten (10) feet from Bell Atlantic's equipment, i.e., 10-foot buffer zone.⁴⁰ For caged, space is in segregated area.

BELLSOUTH

STATED TERMS: Refuses to allow competitors to transition current virtual collocation space into cageless physical space, because BellSouth has segregated the area which houses current virtual collocation for virtual collocation only. This space automatically reverts to unused virtual collocation space, if competitors do not use for virtual collocation.⁴¹

PACIFIC BELL

STATED TERMS: Provides for the option to enclose PacBell's equipment with a wall or cage separating it from the competitor's cageless collocation.⁴²

SNET

STATED TERMS: Provides for the option to enclose SNET's equipment with a wall or cage separating it from the competitor's cageless collocation at the expense of the competitor.⁴³

SWBT

STATED TERMS: Provides for the option to enclose SWBT's equipment with a wall or cage separating it from the competitor's cageless collocation.⁴⁴ Tariff, however, does provides for transition from virtual to cageless, though unclear whether collocation remains in same space.⁴⁵

US WEST

STATED TERMS: Designates specific areas within a given central office for which CLECs may collocate. In many instances this practice causes delays to collocation and increased CLEC collocation costs (i.e., cable lengths, power source capacity, etc.).

³⁹ Ameritech's Proposed Collocation Amendment, § 12.2.4.

⁴⁰ Bell Atlantic's Proposed Collocation Tariff, § 2.F.1-2.

⁴¹ BellSouth's Proposed Collocation Amendment, § 6.9.

⁴² Pacific Bell's Proposed Collocation Amendment, § 2.1.2.

⁴³ SNET's Proposed Collocation Tariff, § 14.7.4 and § 14.16.F.

⁴⁴ SWBT's Proposed Collocation Tariff, § 5.6.1.1(C).

⁴⁵ *Id.*, § 5.17.3.

OVERALL

ACTUAL EXPERIENCE:

To some extent, all of the ILECs maintain separate or segregated areas for competitor's collocation space, while some specifically insist on assessing additional costs upon the competitors to do so.

Several ILECs refuse to transition space used by the competitors for virtual collocation to cageless, which burdens the competitors wanting a cageless arrangement where they currently use virtual collocation. The competitors must apply for cageless, build the cageless arrangement with duplicative equipment, transition the virtual collocation over to cageless, and then remove the original collocation equipment from the virtual collocation area. ILECs claim that they cannot protect their own equipment if the competitors are allowed to have cageless arrangements in the area segregated for virtual, but the ILECs refuse the transition even where the competitors' virtual collocation is already separated from the ILECs equipment. Moreover, the ILECs can institute any reasonable security measures necessary for protecting their own equipment. The ILECs instead choose to ignore the Advanced Services order and burden the competitors by reserving separate and segregated space within the central office specifically for virtual collocation.

RECLAMATION OF SPACE

Finally, we conclude that IN ORDER TO INCREASE THE AMOUNT OF SPACE AVAILABLE FOR COLLOCATION, INCUMBENT LECs MUST REMOVE OBSOLETE UNUSED EQUIPMENT FROM THEIR PREMISES upon reasonable request by a competitor or upon the order of a state commission. Advanced Services Order, ¶ 60.

AMERITECH

STATED TERMS: Charges CLECs for removal or relocation of obsolete and unused equipment, including unused equipment retired in-place, if such equipment is being removed or relocated to increase the amount of collocation space available.⁴⁶

BELL ATLANTIC

STATED TERMS: Allow for the removal of its own obsolete and unused equipment based solely on its discretion, though Bell Atlantic may reclaim space from competitors if it is not "efficiently used."⁴⁷

BELLSOUTH

STATED TERMS: Does not provide for the removal of its own obsolete unused equipment, although BellSouth may reclaim any unused space from competitors.⁴⁸

PACIFIC BELL

STATED TERMS: Competitors may request for removal of obsolete equipment at their expense granted at PacBell's discretion.⁴⁹

SNET

STATED TERMS: Does not provide for the removal of its own obsolete or unused equipment, and refuses to relinquish any forecasted space to satisfy a competitor's collocation space request.⁵⁰ Reclaiming competitor's unused space remains at SNET's discretion.⁵¹

US WEST

STATED TERMS: Requires competitors to pay for reclamation of US West's space and equipment, while making the competitor solely responsible for moving circuits or reconditioning administrative space to make additional space for collocation.⁵²

OVERALL

ACTUAL EXPERIENCE: ILECs continue either to refuse to remove obsolete or unused equipment in their central offices or force the competitors to pay for its removal. Some ILECs actually reclaim space from the competitors, rather than themselves.

In some cases, the ILEC refuses even to identify the central offices where obsolete or unused equipment exists in its feasibility reports or at the request of competitors. Only as a result of state commission intervention has US West removed obsolete equipment in four offices where ACI was originally told no space was available resulting in significant delays in collocation turnover. In this instance, US West disregarded further request for auditing of reclamation charges.

⁴⁶ Ameritech's Proposed Collocation Amendment, § 12.8.4.

⁴⁷ Bell Atlantic's Proposed Collocation Tariff, § 2.B.1.p, 2.B.7.a-b. "Efficiently used" is determined within the sole judgment of Bell Atlantic. § 2.B.7.a.

⁴⁸ BellSouth's Proposed Collocation Amendment, § 1.2.1.

⁴⁹ Pacific Bell's Proposed Collocation Amendment, § 2.8.5.

⁵⁰ SNET's Proposed Collocation Tariff, § 14.12.I.

⁵¹ *Id.*, at § 14.12.D.

⁵² US West's Interconnection Agreement, § 7.2.1.6, 7.2.1.8.

MINIMUM COLLOCATION SPACE REQUIREMENTS

*Such alternative collocation arrangements include: the option to request **COLLOCATION CAGES OF ANY SIZE WITHOUT ANY MINIMUM REQUIREMENT**, so that competing providers will not use any more space than is reasonably necessary for their needs.*

Advanced Services Order, ¶ 38.

ILECs must make cageless collocation space available in single-bay increments meaning that a carrier can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

Advanced Services Order, ¶ 43.

AMERITECH

STATED TERMS:

Cages only available in increments of 100 square feet.⁵³

When multiple CLECs initially request shared collocation, such collocation is available in minimum increments of 50 square feet.⁵⁴

BELL ATLANTIC

STATED TERMS:

While not explicitly provided, rates are based on increments of 100 square feet.⁵⁵

For SCOPE, the minimum space requirement is 15 feet per equipment bay.⁵⁶

For CCOE, competitors can place their equipment in conditioned space, which is in a separate lineup, typically at a minimum of ten (10) feet distance from working Bell Atlantic equipment.⁵⁷

SNET

STATED TERMS:

Cages only available in increments of 50 square feet.⁵⁸

SWBT

STATED TERMS:

Cages only available in increments of 50 square feet.⁵⁹

US WEST

STATED TERMS:

Cages only available in increments of 100 square feet.⁶⁰

ACTUAL EXPERIENCE:

Currently, ACI received pledge from US West to offer space in increments of a smaller size.

⁵³ Ameritech's Proposed Collocation Amendment, § 12.2.1.

⁵⁴ *Id.* § 12.2.3(b).

⁵⁵ Bell Atlantic's Proposed Collocation Tariff, § 2.J.1.g, 2.I.1.g.

⁵⁶ *Id.*, § 2.I.2.b.

⁵⁷ *Id.*, § 2.F.1-2.

⁵⁸ SNET's Proposed Collocation Tariff, § 14.7.1 and 14.15.E.

⁵⁹ SWBT's Proposed Collocation Tariff, § 20.2.

⁶⁰ US West Interconnection Agreement, § 7.1.1.2, 7.2.3.3.

INTERMEDIATE POINTS OF INTERCONNECTION

Incumbent LECs MAY NOT REQUIRE COMPETITORS TO USE AN INTERMEDIATE INTERCONNECTION ARRANGEMENT in lieu of direct connection to the incumbent's network if technically feasible, because such intermediate points of interconnection simply increase collocation costs without a concomitant benefit to consumers.

Advanced Services Order, ¶ 42.

AMERITECH

STATED TERMS: No access to Main Distribution Frame.⁶¹

BELL ATLANTIC

STATED TERMS: No access to Main Distribution Frame while retaining the ability to designate the point of interconnection.⁶² CLECs ordering CCOE or SCOPE must provide and install all equipment up to the CLEC's side of the shared POT (SPOT) bay.⁶³

ACTUAL EXPERIENCE: Required an intermediate distribution frame for physical collocation.

BELLSOUTH

STATED TERMS: Requires connection to a common block on the BellSouth designated conventional distributing frame.⁶⁴

PACIFIC BELL

STATED TERMS: Does not force competitors to use intermediate interconnection arrangements, but also does not clearly identify the precise termination point between equipment.⁶⁵

SNET

STATED TERMS: No access to Main Distribution Frame, even though competitors are not required to use an intermediate interconnection arrangement.⁶⁶ SNET further requires competitor to install the cabling.⁶⁷

SWBT

STATED TERMS: Competitors are not required to use an intermediate interconnection arrangement,⁶⁸ instead SWBT shall wire the cabling directly to the competitors' equipment.⁶⁹

US WEST

STATED TERMS: Designates the POT bay or frame as the single point of termination between the equipment of US West and competitor.⁷⁰

ACTUAL EXPERIENCE: US West has not responded to request for documentation on the cost of using a POT bay in comparison to having US West wire directly to the collocation space.

OVERALL

ACTUAL EXPERIENCE: The ILECs have chosen to ignore the FCC's mandate by continuing to require POT bays or its equivalent (with a different name), or charge cost-inhibitive rates to tie cable from the MDF to the cage without a POT bay or frame. Forcing competitors to use intermediate points of interconnection of any type is in direct violation of the Advanced Services Order. If the ILECs allow competitors to collocate without any intermediate arrangement, the costs to tie the cable directly to the competitor's collocation space is more expensive or equal in cost ultimately defying the purpose underlying this mandate to decrease the costs of collocation.

⁶¹ Ameritech's Proposed Collocation Amendment, § 12.2.2.

⁶² Bell Atlantic's Proposed Collocation Tariff, § 2.B.8.b.

⁶³ *Id.*, § 2.E.1-2.

⁶⁴ BellSouth's Proposed Collocation Amendment, § 5.4.

⁶⁵ Pacific Bell's Proposed Collocation Amendment, § 2.1.2.

⁶⁶ SNET's Proposed Collocation Tariff, §§ 14.12.A, 14.7.1, 14.7.4.

⁶⁷ *Id.*, § 14.15.A-B.

⁶⁸ SWBT's Proposed Collocation Tariff, §§ 5.6.1.1(C).

⁶⁹ *Id.*, § 5.8.2.

⁷⁰ US West's Interconnection Agreement, § 7.2.1.15.

PROHIBITED SECURITY MEASURES

INCUMBENT LEC MAY NOT IMPOSE DISCRIMINATORY SECURITY REQUIREMENTS that result in increased collocation costs without the concomitant benefit of providing necessary protection of the incumbent LEC's equipment. Advanced Services Order, ¶ 47.

*Incumbent LECs must allow collocating parties to access their equipment **24 HOURS A DAY, SEVEN DAYS A WEEK, WITHOUT REQUIRING EITHER A SECURITY ESCORT OF ANY KIND** or delaying a competitor's employees' entry into the incumbent LEC's premises. Advanced Services Order, ¶ 49.*

AMERITECH

STATED TERMS: Escorts required until Ameritech has implemented other security arrangements.⁷¹
No time frames provided for implementation of these other arrangements.
ACTUAL EXPERIENCE: Ameritech always requires escorts for virtual arrangements, and for physical if Ameritech has not constructed a separate, secured entrance.

BELL ATLANTIC

STATED TERMS: Requires escorts until the currently unscheduled implementation of other security measures for cageless collocation.⁷² CLECs must also sign confidentiality agreement for admission into central office.⁷³
Competitors must provide Bell Atlantic with 30 minutes notice for manned central offices and 60 minutes for unmanned, prior to dispatching anyone to CLEC's collocation arrangement.⁷⁴

BELLSOUTH

STATED TERMS: Requires and charges for escorts prior to acceptance of collocation space and/or the fulfillment of security requirements not provided until negotiations completed.⁷⁵

PACIFIC BELL

STATED TERMS: Requires competitor's representatives to take and pass a technical security exam audited by PacBell.⁷⁶

US WEST

STATED TERMS: Original interconnection agreement did not require escorts.
ACTUAL EXPERIENCE: Assesses recurring rates for each access card for every site for which the card is validated.

⁷¹ Ameritech's Proposed Collocation Amendment, § 12.10.2(a-b).

⁷² Bell Atlantic's Proposed Collocation Tariff, § 2.F.7.d.

⁷³ Bell Atlantic's Proposed Collocation Tariff, § 2.F.7.c.

⁷⁴ Bell Atlantic's Proposed Collocation Tariff, § 2.F.7.e.

⁷⁵ BellSouth's Proposed Collocation Amendment, § 7.6.

⁷⁶ Pacific Bell's Proposed Collocation Amendment, § 2.5.3.

SPACE PREPARATION CHARGES

ILECs must allocate space preparation, security measures, and other collocation charges on a pro-rated basis so the first collocater in a particular incumbent premises will not be responsible for the entire cost of the site preparation.

Advanced Services Order, ¶ 51.

*ILECs must prorate the charge for site conditioning and preparation undertaken by the ILEC to construct the **SHARED COLLOCATION CAGE** or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocation carrier based on the percentage of the total space utilized by that carrier.*

Advanced Services Order, ¶ 41.

AMERITECH

STATED TERMS:

Caged Non-Recurring Charges⁷⁷

Central Office Build Out per initial 100 square feet	
Illinois	\$30,648.22
Michigan	\$12,482.36
Ohio	\$28,861.46
Central Office Build Out per additional 100 square feet	
Illinois	\$11,926.23
Michigan	\$5,342.22
Ohio	\$12,272.36

Shared Non-Recurring Charges⁷⁸

Central Office Build Out per initial 50 square feet	
Illinois	\$32,844.67
Indiana	\$34,933.89
Michigan	\$36,302.93
Ohio	\$39,266.61
Wisconsin	\$53,096.61
Central Office Build Out per additional 50 square feet (Contiguous to and on same order as initial 50 square feet)	
Illinois	\$12,021.33
Indiana	\$9,936.59
Michigan	\$11,230.70
Ohio	\$12,042.24
Wisconsin	\$13,703.38

Cageless Non-Recurring Charges⁷⁹

Central Office Build Out per initial bay	
Illinois	\$18,591.79
Indiana	\$23,153.21
Michigan	\$22,987.94
Ohio	\$24,989.59
Wisconsin	\$27,566.40
Central Office Build Out per additional bay (On same order as initial bay)	
Illinois	\$4,180.28
Indiana	\$3,455.28
Michigan	\$3,905.30
Ohio	\$4,187.48
Wisconsin	\$4,765.12

⁷⁷ Ameritech's Proposed Collocation Amendment, § 12.13. referring to Interconnection Agreement between Ameritech Information Industry Services and Accelerated Connections, Inc., Exhibit PS-VII.

⁷⁸ *Id.*, Attachment B.

⁷⁹ *Id.*

BELL ATLANTIC

STATED TERMS: Space and Facilities Charge is the nonrecurring cost of room construction for physical collocation space which includes one AC convenience outlet and two overhead lights.⁸⁰

- per 100 square feet \$47,686.20
- per square foot addition (reduction) \$238.43

PACIFIC BELL

STATED TERMS: Site Conditioning Charge may include the following and represents costs necessary, to condition basic floor space to accommodate equipment:⁸¹

- Abatement of hazardous building materials as necessary, such as asbestos or lead paint
- New floor tile
- General lighting
- House service receptacles
- Exit lights
- Emergency lighting
- Electrical panel for lights and receptacles
- Cable slots for routing of power and transmission cables
- Fire-rated partitions where required
- HVAC where not existing
- Demolition work where required

Site conditioning does not include the cost of relocating personnel and support equipment. Such relocation will be done on an ICB.

Site Conditioning per 50 square feet \$1,068.85

SNET

STATED TERMS: Site Conditioning Charges⁸² ICB

SWBT

STATED TERMS: SWBT will provide Floor Space and conditioning charges in increments of one (1) square foot. For this reason, collocators will be able to order space and a cage enclosure in amounts as small as that sufficient to house and maintain a single rack or bay of equipment, and will ensure that the first collocator in a SWBT premises will not be responsible for the entire cost of site preparation and security.⁸³

- Switchroom Charge, per square foot

- Up to 100 sq. ft. collocation area \$ 59.51
(\$59.51 for 1 sq. ft. - \$5,951.00 for 100 sq. ft.)
- 101-200 sq. ft. collocation area \$ 40.20
(\$4,060.20 for 101 sq. ft. - \$8,040.00 for 200 sq. ft.)
- 201-300 sq. ft. collocation area \$ 28.18
(\$5,664.18 for 201 sq. ft. - \$8,454.00 for 300 sq. ft.)
- 301-400 sq. ft. collocation area \$ 22.14
(\$6,664.14 for 301 sq. ft. - \$8,856.00 for 400 sq. ft.)

⁸⁰ Bell Atlantic's Proposed Collocation Tariff, § 2.I.1.g, 2.J.1.g.

⁸¹ Pacific Bell's Proposed Collocation Tariff, § 16.11.3(B).

⁸² SNET's Proposed Collocation Tariff, § 14.16.Q(2).

⁸³ SWBT's Proposed Collocation Tariff, § 20.2., 20.3, 21.2, and 21.3.

AVAILABLE COLLOCATION SPACE REPORT

*ILECs must submit to a requesting carrier **WITHIN TEN DAYS** of the submission of the request a report indicating the incumbent LEC's available collocation space in a particular LEC premises.* Advanced Services Order, ¶ 58.

AMERITECH

STATED TERMS: 10 business days (=14 calendar days) for up to 5 orders⁸⁴
25 business days (=35 calendar days) for up to 20 orders
May only request report upon ordering collocation from CO

BELL ATLANTIC

STATED TERMS: 10 business days (=14 calendar days) after request⁸⁵
May only request after signing confidentiality agreement

BELLSOUTH

STATED TERMS: 10 business days (=14 calendar days) up to 5 central offices⁸⁶
Negotiated for over 5 central offices within same state
Charges \$550.00 per central office requested

PACIFIC BELL

STATED TERMS: 10 calendar days⁸⁷
10 calendar days + 10 calendar days per each additional 10 requests over 10
Charges \$121.00 per central office requested

SNET

STATED TERMS: 10 business days (=14 calendar days) after request⁸⁸
Charges \$121.00 per central office requested

SWBT

STATED TERMS: 10 business days (=14 calendar days) up to 5 requests⁸⁹
25 business days (=35 calendar days) up to 20 requests
25 business days (=35 calendar days)+ 5 business days (=7 calendar days)
per each additional 5 requests over 20
Charges \$121.00 per central office requested

US WEST

STATED TERMS: Does not provide space availability report under any circumstance, except in the few states where dispensing report is a standard course of business.

ACTUAL EXPERIENCE: Rhythms has yet to receive the space availability report requested on June 18th for one Washington central office.

⁸⁴ Ameritech's Proposed Collocation Amendment, § 12.8.2.

⁸⁵ Bell Atlantic's Proposed Collocation Tariff, § 2.B.3.d.

⁸⁶ BellSouth's Proposed Collocation Amendment, § 2.2.2.

⁸⁷ Pacific Bell's Proposed Collocation Amendment, § 2.8.3.

⁸⁸ SNET's Proposed Collocation Tariff, § 14.8.A.

⁸⁹ SWBT's Proposed Collocation Tariff, § 5.6.2.4.

TOUR OF EXHAUSTED CENTRAL OFFICES

*Specifically, we require the incumbent LEC to permit representatives of a requesting telecommunications carrier that has been denied collocation due to space constraints to tour the entire premises in question, not just the room in which space was denied, without charge, **WITHIN TEN DAYS** of the denial of space.*

Advanced Services Order, ¶ 57.

AMERITECH

STATED TERMS: 10 business days (=14 calendar days)⁹⁰
Prior to taking a tour, each competitor's representative must execute and deliver Ameritech's standard nondisclosure agreement. Cameras and other recording devices are prohibited on such tours.

BELL ATLANTIC

STATED TERMS: 10 business days (=14 calendar days)⁹¹
No tour will be given if the state public service commission has determined that there is no space.

BELLSOUTH

STATED TERMS: 10 business days (=14 calendar days)⁹²

PACIFIC BELL

STATED TERMS: 10 calendar days⁹³
Prior to taking a tour, each competitor's representative must execute and deliver PacBell's standard nondisclosure agreement.

SNET

STATED TERMS: 10 business days (=14 calendar days)⁹⁴

SWBT

STATED TERMS: 10 calendar days⁹⁵

US WEST

STATED TERMS: 10 business days (=14 calendar days)
ACTUAL EXPERIENCE: No responses to requests of competitors for further research of unutilized space, until state commission intervention.

⁹⁰ Ameritech's Proposed Collocation Amendment, § 12.8.3.

⁹¹ Bell Atlantic's Proposed Collocation Tariff, § 2.B.3.b(2-3).

⁹² BellSouth's Proposed Collocation Amendment, § 2.3.

⁹³ Pacific Bell's Proposed Collocation Amendment, § 2.8.2.

⁹⁴ SNET's Proposed Collocation Tariff, §14.8.B.

⁹⁵ SWBT's Proposed Collocation Tariff, § 6.2.1.

WEBSITE POSTING OF EXHAUSTED CENTRAL OFFICES

*Incumbent LECs must maintain a publicly available document, posted for viewing on the Internet, indicating all premises that are full, and must update such a document **WITHIN TEN DAYS** of the date at which a premises runs out of physical collocation space.*

Advanced Services Order, ¶ 58.

AMERITECH

STATED TERMS: 10 business days (=14 calendar days)⁹⁶

BELL ATLANTIC

STATED TERMS: 10 business days (=14 calendar days)⁹⁷

BELLSOUTH

STATED TERMS: 10 business days (=14 calendar days)⁹⁸

PACIFIC BELL

STATED TERMS: 10 calendar days⁹⁹

SNET

STATED TERMS: 10 business days (=14 calendar days)¹⁰⁰

SWBT

STATED TERMS: 10 calendar days¹⁰¹

US WEST

STATED TERMS: Not provided for in original interconnection agreement.

ACTUAL EXPERIENCE: A list has been published on USW's internet site listing those offices that are currently out of space. Last updated June 1999. USW indicated that this report will only be updated monthly.

⁹⁶ Ameritech's Proposed Collocation Amendment, § 12.8.1.

⁹⁷ Bell Atlantic's Proposed Collocation Tariff, § 2.B.3.c.

⁹⁸ BellSouth's Proposed Collocation Amendment, § 2.6.

⁹⁹ Pacific Bell's Proposed Collocation Amendment, § 2.8.4.

¹⁰⁰ SNET's Proposed Collocation Tariff, § 14.8.B.

¹⁰¹ SWBT's Proposed Collocation Tariff, § 5.6.2.2.

LOOP PROVISIONING INTERVALS

AMERITECH

STATED TERMS: 5 business days for up to 24 orders¹⁰²
6 business days for up to 48 orders
7 business days for up to 96 orders
Negotiated for over 96 orders
FOC required within 48 hours of loop order¹⁰³

ACTUAL EXPERIENCE: Delivery of loop has taken as long as 45 days past due date

BELL ATLANTIC

STATED TERMS: 5 business days from time of order for basic loop¹⁰⁴
10 business days for 6-9 orders for premium loops

ACTUAL EXPERIENCE: Delivery of loop has taken as long as 14 days past due date

BELLSOUTH

STATED TERMS: 5 to 7 business days from time of order¹⁰⁵

GTE

STATED TERMS: 7 to 10 business days¹⁰⁶

ACTUAL EXPERIENCE: Delivery of loop has taken as long as 35 days past due date

PACIFIC BELL

STATED TERMS: Specific interval not stated in contract
Negotiated for more than 20 orders¹⁰⁷

ACTUAL EXPERIENCE: Delivery of loop has taken as long as 60 days past due date

US WEST

STATED TERMS: 5 business days for up to 8 orders¹⁰⁸
6 business days for up to 16 orders
7 business days for up to 24 orders
On individual case basis for more than 24 orders

ACTUAL EXPERIENCE: Delivery of loop has taken as long as 10 days past due date

¹⁰² Ameritech Interconnection Agreement, Schedule 9.10.

¹⁰³ *Id.*, § 4.2.1.

¹⁰⁴ Bell Atlantic CLEC Handbook

¹⁰⁵ BellSouth Interconnection Agreement, § 1.1.5.1.

¹⁰⁶ GTE Interconnection Agreement, § 8.1.2.4.

¹⁰⁷ Pacific Bell's Interconnection Agreement, § 2.1.10.

¹⁰⁸ US West's Interconnection Agreement, § 8.2.4.5.5.

OVERALL LOOP ISSUES

If new entrants are to have a meaningful opportunity to compete, they must be able to determine during the pre-ordering process as quickly and efficiently as can the incumbent, whether or not a loop is capable of supporting xDSL-based services. Advanced Services Memorandum Opinion and Order, ¶ 56.¹⁰⁹

- ILECs fail to provide the data necessary for competitors to provision their own retail services, including accurate and timely pre-ordering loop make-up data.

Section 251(c)(3) requires ILECs to provide competitors with all of the functionalities of a particular element, so that competitors can provide any telecommunications services that can be offered by means of the element.

- ILECs refuse to provision loops over 18,000 feet, even where specifically provided for in the interconnection agreements, thus hindering the ability of DSL competitors to offer their services capable of transmission over loops longer than 18,000 feet.

If we are to promote the deployment of advanced telecommunications capability to all Americans, competitors must be able to obtain access to ILEC xDSL-capable loops on an unbundled and nondiscriminatory basis. Advanced Services Memorandum Opinion and Order, ¶ 52.

- ILECs' inability to meet competitor's needs to promote local competition, specifically for advanced services, results directly from their failure to provide adequate resources and training.
 - Improperly tag the facilities at the customer's premises
 - Fail to jumper the line at the central offices
 - Provide incorrect Connecting Facility Assignment (the location of facility)
 - Hold or cancel orders due to lack of facilities

If a carrier requests an unbundled loop for the provision of ADSL service, and specifies that it requires a loop free of loading coils, bridged taps, and other electronic impediments, the ILEC must condition the loop to those specifications. Advanced Services Memorandum Opinion and Order, ¶ 53.

The ILEC's obligation to provide requesting carriers with fully functional conditioned loops extends to loops provisioned through remote concentration devices such as digital loop carriers (DLC).

Advanced Services Memorandum Opinion and Order, ¶ 54.

- ILECs continue to provision loops over facilities where load coils, bridged taps, DAMLs and DLC exist, even though the competitor needs access to xDSL-capable loops.
- ILECs impose inappropriate and excessive charges for "unconditioning" the loops to provide xDSL-capable loops to competitors.

¹⁰⁹ In the Matters of Deployment of Wireline Services Offering Advances Telecommunications Capability, Docket No. 98-147, Memorandum Opinion and Order, FCC No. 98-188 (rel. Aug. 7, 1998) ("Memorandum Opinion and Order").